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**COOPERATIVE AGREEMENT
BETWEEN
THE PORT OF SEATTLE POLICE DEPARTMENT
AND THE FEDERAL BUREAU OF INVESTIGATION**

PARTIES:

The Parties to this Agreement are the Port of Seattle Police Department (POSPD) and the Federal Bureau of Investigation (FBI).

AUTHORITY:

This Agreement is authorized under the provisions of 31 USC 6305.

PURPOSE:

The purpose of this Agreement is to provide the FBI with occupancy of the space and facilities located at the POSPD offices within the Seattle-Tacoma (SeaTac) International Airport, SeaTac, Washington. The POSPD has historically afforded the FBI space within this facility. The POSPD is in the process of renovating its space and has offered to continue to allow the FBI the rent free use of an office within the facility. The FBI desires to continue to occupy an office within the POSPD facility. Additionally, the FBI desires to change the specifications associated with the remodel of the office the FBI will use, and the POSPD poses no objection to this change. Specifically, the FBI desires floor-to-ceiling slab work, and other construction upgrades, not a part of the POSPD remodel. The POSPD does not object the implementation of these additions, provided the FBI assumes the additional associated costs. This Agreement is intended to support the FBI's rent free occupancy of the space and the FBI's payment of the additional construction costs associated with the specifications requested by the FBI.

RESPONSIBILITIES:

This Agreement is intended solely to address the fiscal issues associated with the build out of the office the POSPD has offered to the FBI. This Agreement is not intended to, nor does it in any way, address or modify the existing obligations of the POSPD or the FBI regarding the use of, or access to, the POSPD space, or the maintenance, security, or other requirements associated with the POSPD facility.

FUNDING:

This Agreement is not an obligation nor a commitment of funds, nor a basis for a transfer of funds, but rather a statement of understanding between the parties. Expenditures by each party are subject to its budgetary process and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

DISPOSITION OF FBI PROPERTY:

Upon termination of this Agreement disposal of U.S. Government equipment will be coordinated with the Seattle Field Office of the FBI, or with the FBI Property Procurement and Management Section in Washington, D.C.

LIABILITY:

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by the Department of Justice on a case by case basis. The FBI cannot guarantee The United States will provide legal representation to any Federal, state or local law enforcement officer.


EFFECTIVE DATE/TERMINATION:

This Agreement will become effective when executed by all Parties as indicated by their signature below. This Agreement will remain in effect until either Party sends written notice to terminate to the other, but in any event will not be terminated prior to occupancy by the FBI for at least one year. Either Party may terminate this agreement by providing 30 days written notice. Upon termination the FBI is responsible for restoring the office used by the FBI to the same condition as existed on the date the additional build-out was completed and the FBI began use of the office.



Tim Kimsey
Chief of Police
Port of Seattle Police Department

4-13-06
Date



Robert J. Gleason
Administrative Officer
Federal Bureau of Investigation

04/10/2006
Date